

PURCHASE AGREEMENT AND WARRANTY

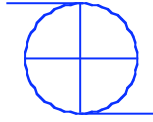
This Agreement is by and between Planetary Systems Corporation ("PSC") and the Purchaser of any products and/or services from PSC.

1. **Product Warranty.** PSC warrants to the original purchaser that PSC-branded products will be free from defects in materials and workmanship from the date of shipment for 180 days from the date of shipment from PSC. During the warranty period, PSC will, at its option: (1) repair the product, (2) provide replacement parts necessary for Purchaser to repair the product, (3) replace the product with a comparable product, or (4) refund the amount Purchaser paid for the product, upon its return. For any return of the Product to PSC, Purchaser is responsible for properly packaging the product in the shipping container originally provided by PSC, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to PSC. If PSC determines that a replacement part is indicated, PSC will ship the part and installation instructions to Purchaser. PSC will only provide repair services at Purchaser's location only if PSC, at its discretion, determines such repair services are necessary. Replacement parts and products will be new, comparable in function and performance to the original part or Product, and warranted for the remainder of the original warranty period or for 30 days after they are shipped to Purchaser, whichever is longer. If PSC asks Purchaser to return defective parts or products, Purchaser must do so within 7 days after Purchaser receives PSC's request to return parts or products; PSC will charge Purchaser for replacement parts or products if Purchaser fail to do so. **THIS LIMITED WARRANTY COVERS NORMAL HANDLING, TESTING AND INSTALLATION OF THE PSC PRODUCT AS SPECIFIED IN THE PSC USER'S MANUAL (PSC Doc 2000785). PSC DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, OR UNAUTHORIZED MODIFICATION, SERVICE OR PARTS.**

2. **Services and Service Warranty.** The terms of services provided to Purchaser by PSC consist of this Agreement and any separate written service agreement between Purchaser and PSC. PSC will provide technical support for Products at our standard hourly rates, plus reasonable expenses, and so far as such service does not conflict with PSC's existing commitments to other customers. PSC may provide technical support via on-line consultation, telephone or a visit to Purchaser's facility, as PSC deems appropriate. PSC warrants that its services will be performed in a professional and workmanlike manner.

3. **Technical Training.** PSC offers technical training in proper operation of our products to all of our customers. This training may be given at PSC's facility or at the customer's facility, with reasonable travel and other expenses to be borne by the customer. We strongly recommend that all personnel who will work with a PSC product undergo this training to learn the proper procedures for operating, testing, setting & resetting and installing the PSC products; this training typically requires 3 hours for each person trained. Those individuals who complete this training will receive a certification from PSC to that effect. **IF ANY OF PURCHASER'S EMPLOYEES OR AGENTS HANDLE, OPERATE, TEST OR INSTALL THE PSC PRODUCT WITHOUT HAVING RECEIVED CERTIFICATION FROM PSC FOR THE PSC TECHNICAL TRAINING, OR STOW OR DEPLOY THE PSC PRODUCT IN A MANNER THAT IS NOT IN ACCORDANCE WITH PSC'S PROCEDURES SPECIFIED IN THE TECHNICAL TRAINING, THE PURCHASER IMMEDIATELY FORFEITS ANY RIGHTS OTHERWISE AVAILABLE TO PURCHASER UNDER THE PRODUCT WARRANTY.**

4. **Disclaimer of Warranties; Limitation of Liability.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, PSC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR



PLANETARY
SYSTEMS
CORPORATION

FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. PSC'S AND PURCHASER'S MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE PURCHASER PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER PURCHASER NOR PSC IS LIABLE TO THE OTHER IF PURCHASER OR IT ARE UNABLE TO PERFORM DUE TO EVENTS PURCHASER OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST ANTICIPATED PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

5. **Dispute Resolution.** Purchaser and PSC agree that any Dispute between Purchaser and PSC will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. Purchaser and PSC will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator in the District of Columbia, and will be limited solely to the Dispute between Purchaser and PSC. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq.

6. **General.** Neither party may assign this Agreement without the other's written consent. Both parties are intended beneficiaries of this Agreement, and Purchaser acknowledges receipt of substantial consideration from PSC in exchange for accepting the terms hereof. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from PSC, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of both parties. Any altered terms attached to Purchaser's order shall be null and void, unless expressly agreed to in writing by PSC. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the District of Columbia, without giving effect to conflicts of law rules.

7. **Correspondence.** Please direct correspondence about this Agreement to:

**PSC
Legal Department
2303 Kansas Avenue
Silver Spring, MD 20910**